

**STATE OF MINNESOTA
DEPARTMENT OF COMMERCE**

**Bulletin 2010-2
Issued on June, 2010**

To: All Insurers Writing Health Insurance in Minnesota.

Subject: Standard Amendments Available for Compliance with the Patient Protection and Affordable Care Act (PPACA)

PURPOSE

On March 23, 2010 the Patient Protection and Affordable Care Act (PPACA) was signed into law by President Obama. This act contains a number of requirements that apply to health insurance coverage referred to as "major medical" in PPACA, which is comprehensive health coverage that includes PPO and HMO coverage, effective September 23, 2010.

The purpose of this bulletin is to provide insurers writing health insurance in Minnesota with a set of standard amendments that can be filed as an interim measure to bring their products into compliance with PPACA for the September 23, 2010 effective date. These amendments are intended to serve as a temporary measure until insurers are able to revise their existing health insurance products. The amendments do not address PPACA provisions where existing Minnesota law is already compliant with the federal requirements. Attached you will find amendments for grandfathered individual, grandfathered group, non-grandfathered individual, and non-grandfathered group. The amendments were drafted by the Department of Commerce in consultation with representatives of the health insurance industry and the Minnesota Department of Health.

Companies do not have to use these endorsements and may opt to comply with the new federal changes with their own filings.

PROCEDURE

1. Insurers who would like to utilize these amendments should submit them as filings in SERFF complete with filing fees. Two separate filings should be made; one for group plans and one for individual plans.
2. Complete filing instructions specific to the submission of PPACA related filings are contained in the SERFF General Instructions under the Comment section.
3. The amendments should be filed without alteration to the text, except for identified variables. There will be a State Specific Field to be completed to indicate that the filing is being submitted under the expedited process contained in Bulletin 2010-2.
4. Filings of the standard amendments will be handled on an expedited basis to ensure that there is no interruption in the availability of health insurance products on September 23, 2010.

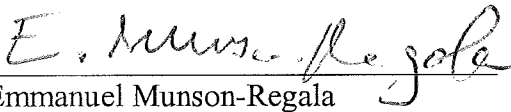
5. Use of the expedited filing process is not mandatory, however, the department cannot guarantee that the review and approval process will be completed prior to September 23, 2010 for filings submitted through the normal review process.

EFFECTIVE DATE

This Bulletin shall take effect immediately.

CONTACT

Questions regarding this Bulletin should be directed to Ms. Tammy Lohmann, Director, Insurance Product Filing Unit at tammy.lohmann@state.mn.us.


Emmanuel Munson-Regala
Deputy Commissioner

**MANDATORY [AMENDMENT][RIDER] NON-GRANDFATHERED
INDIVIDUAL**

Despite anything in the [Plan][Policy][Certificate][Contract] to the contrary, the following provisions apply under this [plan] [policy] [contract] [certificate] for plan years beginning on or after September 23, 2010 to ensure compliance with Federal health care reform known as the Patient Protection and Affordable Care Act, including any amendments, regulations, rules or other guidance issued with respect to the act ("Act"):

1. Any lifetime maximum dollar limit referenced pertains only to those health care services and supplies that are not essential benefits or preventive benefits as defined in the Act.
2. Coverage cannot be rescinded except for fraud or intentional misrepresentation of a material fact.
3. If coverage includes dependents, dependent child coverage will continue until [the date the dependent child turns age 26] [the end of the month the dependent child turns age 26] [the end of the calendar year in which the dependent child turns age 26] regardless of the marital status of such dependent child. Coverage does not include the spouse or child of such dependent child unless that child meets other coverage criteria established under state law.
4. Any "per calendar year" or "per plan year" dollar limits are not applied to preventive benefits and may only be applied to essential benefits as allowed in the Act.
5. Any preexisting condition exclusions do not apply to dependent children under age 19.
6. Coverage for preventive benefits, as defined in the Act, do not require payment of any deductible, copayment, or coinsurance [if obtained from a participating provider.]
7. [There will be no fee for filing for an external review.]
8. [Emergency services from non-participating providers will be covered at the same benefit and cost sharing level as services provided by participating providers.]

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4. Any "per calendar year" or "per plan year" dollar limits are not applied to preventive benefits and may only be applied to essential benefits as allowed in the Act.
5. Any preexisting condition exclusions do not apply to dependent children under age 19.
6. Coverage for preventive benefits, as defined in the Act, do not require payment of any deductible, copayment, or coinsurance [if obtained from a participating provider.]
7. [There will be no fee for filing for an external review.]
8. [Emergency services from non-participating providers will be covered at the same benefit and cost sharing level as services provided by participating providers.]

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